

EXHIBIT A

In The Matter Of:

*Bridgestone Sports Co LTD & Golf Inc v.
Acushnet Company*

*Hearing
October 5, 2005*

*Hawkins Reporting Service
715 N. King Street, Suite 3
Wilmington, DE 19801
(302) 658-6697*

*Original File 100505~1.TXT, 56 Pages
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Word Index included with this Min-U-Script®

[16] the side of the scale that you should get an [17] earlier claim reduction.

[18] **MR. MOORE:** Okay.

[19] **THE COURT:** I mean, that's the [20] rational way to do this.

[21] **MR. MOORE:** Yeah.

[22] **THE COURT:** So stop giving them [23] stuff and file the motion.

[24] **MR. MOORE:** Okay.

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[1] **THE COURT:** And you've got, or maybe [2] you can sit down and get it narrowed, so that you [3] can both be exchanging meaningful material.

[4] **MR. MASTERS:** Your Honor, just to [5] address one point with counsel. It's one thing [6] to say how many dimples are on a golf ball, [7] because they can be counted.

[8] But if we look at, and we have a [9] binder prepared for Your Honor, the claim chart [10] given to us by Acushnet, with respect to one of [11] the Acushnet patents in suit, they do exactly [12] what they're complaining about here.

[13] And they should understand they have [14] patents against us, and that if they want [15] something, it works both ways. And in here, [16] where it talks about the material having the [17] resilience index of at least about 40, they say [18] the Bridgestone ball has resilience index of [19] about 40.

[20] They mimic the claim language back, [21] which is the same thing we did. We provided, I [22] would say, more detail because we told them [23] exactly the golf ball, the model number to the [24] best we can identify it.

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[1] This has four pieces. We identified [2] which piece of the golf ball covers that claim [3] limitation.

[4] **THE COURT:** But you're both playing [5] with each other, which is understandable. But, [6] you know, maybe you ought to sit down and spend [7] your time reaching an agreement on what you're [8] actually going to try in this case. And if you [9] can't agree, bring the dispute to me, because [10] then I'll make them give you better answers, too.

[11] **MR. MASTERS:** Your Honor, we [12] understand that this is a large case. We will [13] try to — we will trim it down, but it's just so [14] early in discovery right now. We're not prepared [15] to select the best claim to present at trial.

[16] **THE COURT:** Well, I guess you should [17] have told me that in responses to your motion.

[18] **MR. MASTERS:** It will be — we'll [19] try to work it out.

[20] **THE COURT:** You know, these cases —

[21] it's kind of like — I had a case with DuPont, [22] and who was it, Lucent or Verizon. Somebody [23] couldn't tell you how many phones they sold to [24] DuPont in a year.

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[1] I don't understand how you could [2] sell something and not get paid. How would you [3] get paid if you didn't know how many you sold?

[4] But then when the case got about six [5] months down the road, we knew how many buttons [6] were on every phone.

[7] So I don't want to waste your time [8] or my time. When I read the papers, the problem [9] is the case is too big now.

[10] And I understand why you want it big [11] now. I understand why they want it small.

[12] But my job would be to get you a [13] little bit moved down the road, and then get the [14] case to where it's going to be, and then you can [15] really have at each other. But I think you'll [16] probably be able to reach more agreements when [17] you know what the case is really going to be, and [18] maybe you might be able to tell what the case is [19] going to be.

[20] Because if you aren't be able to [21] agree, give me that. I'll give you — in 15 [22] minutes, I'll get the case to where it's going to [23] be. Okay?

[24] **MR. MOORE:** Thank you, Your Hon-

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[1] We've got three other small [2] contentions. One's — they're all, again, [3] inadequate contentions by Bridgestone. I think [4] they're more focused on the infringement [5] contention.

[6] The first one is willfulness. [7] Bridgestone contends that Acushnet is willful.

[8] But it just makes the conclusory [9] assertion that we're willful. It doesn't tell us [10] when we got notified of these patents, how they [11] think we got notified, or provide any facts in [12] support of the contention.

[13] **THE COURT:** In discovery, it's too [14] early for willfulness.

[15] **MR. MOORE:** They pled it in their [16] complaint.

[17] **THE COURT:** I know they did.

[18] **MR. MOORE:** They have to have a Rule [19] 11 basis.

[20] **THE COURT:** But I think it's too [21] early to get to willfulness. And it might even [22] be — well, go ahead. What's the other two?

[23] **MR. MOORE:** The other two, I think [24] they may fall in the same category here, that

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[1] another interrogatory, Number 9 requires [2] Bridgestone to identify and describe in detail [3] all third-party products that embody any claim, [4] to the extent that they think third-party [5] products in the market infringe.

[6] We want a detailed [7] element-by-element analysis of how —

[8] **THE COURT:** You're going to get [9] that. You're going to be able to get that.

[10] **MR. MOORE:** Okay. And —

[11] **MR. MASTERS:** Your Honor, could I [12] just clarify? There's no obligation on [13] Bridgestone's part to go out and to do that [14] study, is there?

[15] **THE COURT:** There's no obligation, [16] but if you want to be serious about it as part of [17] your case, it's a piece of evidence you're going [18] to need.

[19] **MR. MASTERS:** Well, what I [20] understand Acushnet is asking for is for us to [21] give them our contentions on all third-party [22] products that are covered by our patents. Now, [23] he has — counsel has —

[24] **THE COURT:** I don't think that's

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[1] what he said exactly.

[2] **MR. MASTERS:** That's how I [3] understood it.

[4] **THE COURT:** Maybe I misunderstood. [5] Tell us again what it is.

[6] **MR. MOORE:** We want any Bridgestone [7] products or third-party products that embody any [8] claim of the asserted patents. We want this for [9] non-infringing alternatives, because we want to [10] be able to point to other balls that are in the [11] market being sold that don't infringe these [12] patents for damages purposes.

[13] **THE COURT:** Right.

[14] **MR. MASTERS:** That's different than [15] what's stated here in the papers.

[16] **THE COURT:** Right.

[17] **MR. MASTERS:** With respect to our [18] own products, we've agreed to give Acushnet the [19] Bridgestone products that are covered by the [20] Bridgestone patent. I think that's not an issue.

[21] But the request here, Number 9, says [22] as written here, that they want us to go out and [23] look at all third-party products out there and to [24] do an analysis as to whether they're covered by

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[1] the Bridgestone patents in suit.

[2] I mean, if we have something in our [3] files where we've done that already, we would [4] produce that. But I don't believe that there's [5] an obligation.

EXHIBIT B

HOWREY
LLP

1299 Pennsylvania Avenue, NW
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November 22, 2005

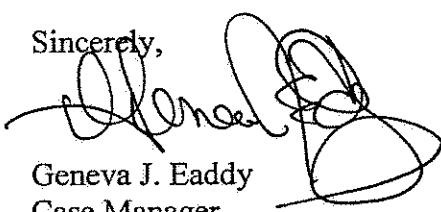
VIA Hand Delivery

Raja Saliba, Esq.
Sughrue Mion, PLLC
2100 Pennsylvania Avenue, N.W.
Washington, D.C. 20037

Dear Mr. Saliba:

Enclosed please find Acushnet production documents bearing bates numbers AB 0052321 - AB 0061362.

Sincerely,


Geneva J. Eaddy
Case Manager

Enclosures

EXHIBIT C

HOWREY
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1299 Pennsylvania Avenue, NW
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November 29, 2005

VIA Hand Delivery

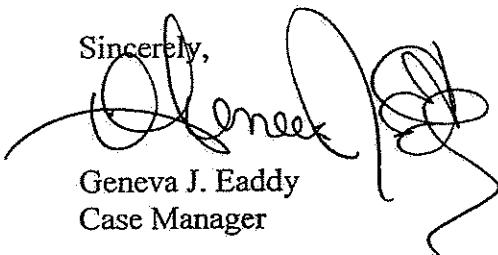
Raja Saliba, Esq.
Sughrue Mion, PLLC
2100 Pennsylvania Avenue, N.W.
Washington, D.C. 20037

Re: *Bridgestone Sports Co. v. Acushnet Co.*,
Civil Action No. 05-132 (JJF) (D. Del.)

Dear Mr. Saliba:

Enclosed please find Acushnet production documents bearing bates numbers AB 0061363 - AB 0080140.

Sincerely,


Geneva J. Eaddy
Case Manager

Enclosures

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

BRIDGESTONE SPORTS CO., LTD,)
and BRIDGESTONE GOLF, INC.)
Plaintiff,)
v.)
ACUSHNET COMPANY,)
Defendant.)

C. A. No. 05-132 (JJF)

ACUSHNET COMPANY,)
Counterclaim Plaintiff,)
v.)
BRIDGESTONE SPORTS CO., LTD,)
and BRIDGESTONE GOLF, INC.)
Counterclaim Defendant.)

**ACUSHNET'S SUPPLEMENTAL RESPONSES TO
BRIDGESTONE'S FIRST SET OF INTERROGATORIES
DIRECTED TO ACUSHNET (NOS. 1-24)**

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, defendant and counterclaim plaintiff Acushnet Company ("Acushnet") hereby supplements its response to the *First Set of Interrogatories Directed to Acushnet (Nos. 1-24)* ("First Set of Interrogatories") of defendants Bridgestone Sports Co., Ltd. and Bridgestone Golf, Inc. (collectively, "Bridgestone").

CLAIM	BRIDGESTONE/TYRE B130	PREFECTURE/TRUE SPIN	PREFECTURE/TRUE SPIN DISTANCE	NIKE ONE TW	NIKE ONE GOLD
A golf ball comprising: a center comprising a material formed from the conversion reaction of at least a cis-to-trans catalyst and a polybutadiene wherein the material has a molecular weight of greater than about 200,000	The Bridgestone Tour B330 is a golf ball.	The Precept U-Tri Extra Spin is a golf ball.	The core of this ball includes a polybutadiene rubber; upon information and belief the material also includes the claimed cis-to-trans catalyst	The core of this ball includes a polybutadiene rubber; upon information and belief the material also includes the claimed cis-to-trans catalyst	The Nike One TW is a golf ball.
and a resilience index of at least about 40; an inner cover layer; and an outer cover layer disposed about the inner cover layer comprising a polyurethane composition.	The core of this ball includes a polybutadiene rubber; upon information and belief the material also includes the claimed cis-to-trans catalyst	Upon information and belief, the polybutadiene rubber has a molecular weight of greater than about 200,000	Upon information and belief, the polybutadiene rubber has a molecular weight of greater than about 200,000	Upon information and belief the resilience index of this rubber is above about 40	Upon information and belief the resilience index of this rubber is above about 40
	This ball has an inner cover	This ball has an inner cover	This ball has an inner cover	This ball has an inner cover	This ball has an inner cover
	This ball has an outer cover including a polyurethane composition	This ball has an outer cover including a polyurethane composition	This ball has an outer cover including a polyurethane composition	This ball has an outer cover including a polyurethane composition	This ball has an outer cover including a polyurethane composition